

6. St. Mary, Our Lady of the Dunes Parish (Florence, Oregon)

2 St. Mary, Our Lady of the Dunes ("St. Mary"), of Florence, Oregon, began as a mission
3 of the St. Anne's Parish of Reedsport. See generally M. Brennan Exh. 4 at 3-8. The priest who
4 celebrated Mass in the Florence area began a building fund, and the parishioners raised the
5 money to buy a lot and place a chapel on it. *Id.* at 5. This chapel building was donated by a
6 parishioner, Erwin Mollett, and it was moved to the site. *Id.* In 1957 a new pastor, Father
7 Cornelius Linehan, purchased the current property and started a building campaign for a church
8 designed to seat about 200 people. Brennan Dec. at Exh. 5 at 7. Churchgoers from Florence and
9 Mapleton raised \$10,000, *id.* Exh. 3 at 3, another \$10,000 was obtained through a grant from the
10 Catholic Church Extension Society of the United States of America, *id.* Exh. 5 at 5-7, and the
11 church borrowed about \$5,000 from the Archdiocese's building fund, which would be paid back
12 within four years, *id.*, Exh. 3 at 3. When the loan was paid off, there was a "burning of the
13 mortgage dinner" on December 4, 1960. *Id.* No other money came from the Archdiocese. *Id.*

14 The next major addition to the physical plant of St. Mary was the combination rectory
15 and CCD Center. This structure was built in 1967 and 1968 at a cost of over \$30,000. Brennan
16 Dec. at Exh. 6 at 4. Once again, the Catholic Church Extension Society contributed a \$10,000
17 grant. *Id.*; *Id.* Exh. 6 at 1. The church had on hand \$7,000 in early 1967, and with the \$10,000
18 grant from the Extension Society, was able to borrow the rest at 6.5% interest. *Id.* Exh. 6 at 3.
19 St. Mary was established as its own parish, independent of Reedsport, in 1967. Brennan Exh. 3
20 at 11.

21 St. Mary's next major building project was its parish center, built in 1982. Before the
22 center was built, no religious education classes had been held; parish social functions were held
23 in rental halls because there were no facilities in the church. Kirby Exh. 2 at 1-2. The cost to
24 build and furnish the center was \$75,000. Parishioners responded to two letters and a few
25 announcements from the pulpit by pledging \$60,000. Their donations, added to the parish's
26 \$40,000 building fund, were more than enough to complete the new center. No money came

1 from the Archdiocese for this construction. Dec. of Richard Kirby, Exh. 2. In fact, after all was
 2 said and done, parishioners paid for the entire parish center and had an extra \$70,000 left over in
 3 the bank for future building. *Id.* at 2.

4 Besides the money, individual parishioners contributed time and services to the building
 5 of the parish center. For instance, one parishioner cleared the land, leveled it, and brought in
 6 several thousand yards of dirt. The labor he donated was worth \$30,000 to \$40,000. Foglio Dec.
 7 at 2.²⁶ This parishioner considers all of his work as having been donated for the benefit of the
 8 parish, and the Archdiocese was not even in his mind. *Id.* Many other parishioners contributed
 9 their time and labor to the construction of the parish center. Kirby Dec. Exh. 1.

10 The next major building project at St. Mary is the current plan to build a new church
 11 building and renovate the existing buildings. The parish began considering building the new
 12 church in approximately 1999 because the current one seats only 200, while there are about 450
 13 regular parishioners (swelling to about 520 with tourists in the summer months). Gutmann Dec.
 14 at 2. Conditions are so crowded now that worshipers spill into adjacent rooms outside of the
 15 church itself and even to the outdoors. *Id.* at 2 & Exh. 1 (photographs). A master plan was
 16 developed with an architect, with an estimated cost of \$2.2 million. Kirby Dec. at 2.

17 A building drive was started in 2001 for this renovation project. Money was raised in
 18 several stages, first by solicitation of expected large donors, then mid-level donors, and then the
 19 bulk of the parishioners. By June 2002, pledges totaled roughly \$500,000 from parishioners and
 20 friends of the church. After various pledging programs, such as "Amen Sundays," where special
 21 collections were made at Masses, pledges reached over \$1.5 million. Janowski Dec. at 2-3; see
 22 also Brennan Dec. at 3 and Exh. 2. St. Mary has neither solicited nor received any funds for the
 23 building project from the Archdiocese, nor does it expect any such funds in the future. *Id.*

24
 25
 26 ²⁶ This parishioner also recently cleared land for a new drain field for the new church when it is
 built, at a value of \$15,000 to \$20,000. Foglio Dec. at 2.

1 Besides the major projects described above, the parishioners of St. Mary have exhibited
 2 an unparalleled spirit of community dedicated to the parish. For example, one parishioner has
 3 pledged \$50,000 to the building campaign. Janowski Dec. at 4. The pastor himself has pledged
 4 \$40,000. Gutmann Dec. at 3. Indeed, 341 families of the parish have pledged during the drive,
 5 for an average of \$4,600 per family. Parishioners serve on the parish council, the administrative
 6 council, and the finance council. Many contribute volunteer time for things such as raising
 7 money, serving coffee and donuts after Masses, and preparing meals for the homebound.
 8 Brennan Dec. at 4-5. These parishioners have donated their time, money, sweat and prayers for
 9 the benefit of the parish, not the Archdiocese. The Archdiocese has not even been in their minds.
 10 Foglio Dec. at 2; Richard Kirby Dec. at 3; Patrick Kirby Dec. at 3; Janowski Dec. at 4-5; Father
 11 Gutmann Dec. at 3; and Brennan Dec. at 5.

12 Reflecting the independent spirit of the parishioners, St. Mary has bank accounts wholly
 13 separate from the Archdiocese of Portland. St. Mary has bank accounts with the Oregon Pacific
 14 Banking Company in Florence. Brennan Dec. at 2. They include an operating account, two
 15 building fund savings accounts, and several parish club accounts, such as the Men's Club and the
 16 Women's Guild. *Id.* These accounts belong to the parish and have nothing to do with the
 17 Archdiocese. *Id.* St. Mary also has its own tax identification number. *Id.* It employs its own
 18 workers. *Id.* Father Don Gutmann, the pastor, has final say-so over the use of these accounts
 19 and decisions regarding parish employees. *Id.*

20 In addition to the fact that none of the parishioners' efforts are directed toward the benefit
 21 of the Archdiocese and are solely directed to the benefit of the parish, nothing on the church
 22 grounds would indicate to the visitor that the Archdiocese of Portland is the owner of the church.
 23 For example, all signage refers to St. Mary itself, and there is no reference to the Archdiocese of
 24 Portland in words or in symbols. Brennan Dec. at 4. The signage in front of the church, on U.S.
 25 101 in Florence, simply says "Our Lady of the Dunes, St. Mary Catholic Church," and then lists
 26

1 the Mass schedules. The other sign has a fund drive "thermometer" superimposed on a cross.
 2 Brennan Exh. 7.

3 The people of Florence and the parishioners of St. Mary regard their parish as their own
 4 and, at this point, regard the Archdiocese as the problem-ridden holder of their money. They are
 5 shocked by the fact that *their* money has been frozen and subjected to court control. They raised
 6 every dime of that money and put it in the ALIP trusting that the money would remain theirs.
 7 See, e.g., Janowski Decl. at 4; Brennan Dec. at 2-3. They are disappointed because of the
 8 bankruptcy but they will accomplish the goal of a new church befitting their spirit.

9 **7. Queen of Peace (Salem, Oregon)**

10 Queen of Peace was created as the "daughter" parish of St. Joseph's Church in Salem.
 11 Declaration of George Wolf, ¶ 7. Throughout the 1950's, St. Joseph's parish population grew
 12 considerably. In August 1960, Rev. Joseph E. Vanderbeck, the pastor of St. Joseph, announced a
 13 fundraising campaign to raise \$250,000 to construct a school building for a new parish to be
 14 formed. The campaign was called: "Mother Parish to help build Daughter Parish." *Id.* and
 15 Exhs. 3 and 4. From the very beginning, it was clear that the future Queen of Peace
 16 parishioners—as well as parishioners who would stay at St. Joseph—would be building the new
 17 parish themselves. A letter from Fr. Vanderbeck read: "The People who will be in the new
 18 Parish have contributed to build St. Joseph's, so now those who will remain in St. Joseph's will
 19 help the new Parish get started. It will be a Parish campaign to build the first unit—probably
 20 eight classrooms and a hall that can be used as a Church." *Id.*, Exh. 3 at 1; Exh. 4 at 3. Members
 21 of St. Joseph parish, as well as those belonging to the daughter parish and non-Catholics donated
 22 funds to support the new parish. *Id.*, ¶ 8.

23 Fr. Vanderbeck purchased approximately 8.7 acres of land from Ewald Fruit Farms in
 24 1960 with money that was raised by parishioners of St. Joseph Catholic Church. *Id.*, ¶ 5.
 25 Construction on the first building—the school—began in 1963. The foundation and dedication
 26 of the new parish was to coincide with the 100th anniversary of St. Joseph parish. The name

1 Queen of Peace was selected because the name Salem derives from the Hebrew word for peace,
 2 "shalom." *Id.*, ¶ 9. The church was blessed and dedicated on September 8, 1963 by Archbishop
 3 Edward Howard. At the time of the dedication, the completed structures consisted of
 4 gymnasium, which also served as the sanctuary in which Mass services were held, with an
 5 adjoining hall that also served as a cafeteria. The school building contained one classroom, a
 6 library and an office. *Id.*, ¶ 10 and Exh. 5 at 28.

7 In 1964, three more classrooms were added to the school facility. School opened in the
 8 fall of that year under the tutelage of two Franciscan sisters, Sr. Franchon and Sr. Mary Goretti.
 9 *Id.* at ¶ 11. One of the classrooms was converted to a residence for the two sisters; the other
 10 classrooms were used for teaching students from grades one through four. One grade was added
 11 each succeeding year, so that by the fall of 1968, grades one through eight were offered at the
 12 school. *Id.* The funds to construct the gymnasium/hall and the school were raised by
 13 parishioners; construction was enabled through a line of credit loan from the Archdiocese of
 14 Portland in Oregon (the "Archdiocese"). *Id.* and Exh. 6. Also in 1964, the parish purchased two
 15 tract homes across the street from the church, which were eventually used to house the sisters
 16 and as the rectory for the pastor's residence. *Id.*, ¶ 6.

17 In 1967, another capital campaign was launched to raise funds to construct another two
 18 classrooms and a convent to house the now six sisters who were teaching classes. (The convent
 19 is now used as the parish offices). *Id.*, ¶ 12. The funds to pay for the additional classrooms and
 20 the convent were raised by parishioners. *Id.* The classroom that had been used to house the
 21 sisters was converted back to a classroom, so there were now six classrooms for student use. *Id.*

22 In 1988, the parish marked its 25th anniversary. One of the parish's major goals for the
 23 year was to retire what remained of its debt owed to the Archdiocese. In June 1989, the parish
 24 succeeded. By making a final payment of \$38,918—\$18,680 of which came from funds raised
 25 by the annual parish/school auction—the parish fully satisfied its financial obligation to the

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1 Archdiocese. *Id.*, ¶ 13. The parish held a "mortgage burning" party to celebrate its financial
 2 independence. *Id.* and Exhs. 11-12.

3 In 1995, the parish initiated a capital campaign—"Building for Now...And Our
 4 Future"—to raise \$2.3 million to construct a church building, gathering area, and to remodel the
 5 kitchen and restrooms. *Id.*, ¶ 14 and Exh. 13; Declaration of Lawrence Tokarski, ¶ 6. The
 6 campaign was extraordinarily successful. The parish obtained a loan from the Archdiocese of
 7 \$850,000, but due to the generosity of the parishioners, the \$2.3 million target was exceeded by
 8 approximately \$400,000, and the loan was paid in full in 1998. Wolf Decl., ¶ 15. The residence
 9 at 376 Friendship Lane, which had been owned by the parish since the 1960's and was being
 10 occupied by Sr. Joan Jett, was sold after her tragic death in an auto accident in 1997. *Id.* The
 11 proceeds were used to help fund the "Building for Now...And Our Future" campaign. *Id.* Also
 12 of significance was a \$10,000 grant that the parish received from the Hitchman Foundation, a
 13 local Salem foundation that wanted to support the charitable ministries that Queen of Peace
 14 provides for the south Salem community. *Id.*

15 The "Building for Now...And Our Future" campaign brought out an enormously
 16 generous response from the parish at all levels. One parishioner donated his professional
 17 architectural services in the course of serving on the Building Committee. Declaration of
 18 Michael McDermott, ¶¶ 5-7. Another made a donation for the specific purpose of purchasing a
 19 grand piano for the sanctuary. Declaration of Sandra Smith Gangle, ¶ 5. Another parishioner,
 20 who lost her husband in 1995, asked that mourners make contributions to the campaign in his
 21 memory in lieu of flowers and other memorials, which resulted in at least \$20,000 being raised
 22 for the benefit of the parish. Declaration of Kathleen Kelly Burrell Monaghan, ¶ 5. Yet another
 23 made a very significant financial contribution, donating four homes for the benefit of the
 24 campaign which, after they were sold, raised about \$300,000. Tokarski Decl., ¶ 8. During
 25 construction, the parish realized that it did not have sufficient funds to complete the chapel,
 26 which was planned to be directly behind the altar wall in the main sanctuary. That same

1 parishioner donated the entire amount necessary to complete the construction, approximately
 2 \$40,000, as a memorial to his parents. *Id.*, ¶ 9.

3 The church was dedicated on October 26, 1997 with a special Mass service officiated by
 4 many of Queen of Peace's former pastors. Wolf Decl., ¶ 16 and Exh. 16.

5 In 2002, the Marion-Polk Foodshare agency contacted the parish to gauge its interest in
 6 providing an 800 square-foot food storage/distribution facility. *Id.*, ¶ 17. The parish did not
 7 have an adequate storage facility on its property, but a parishioner offered to pay half the cost of
 8 providing an 1800 square-foot modular unit. *Id.* After receiving permission from the
 9 Archdiocese to place the facility on the parish's property, the parish acquired the modular unit
 10 and has been distributing food to approximately 200 families each month. *Id.*

11 In 2003, a parishioner donated \$33,250 to the parish specifically for the purchase of a
 12 sculpture entitled "Millenium Cross." *Id.*, ¶ 18 and Exh. 18.

13 Even when there is no ongoing capital campaign, Queen of Peace parishioners are
 14 consistently contributing their money, time, or services for the benefit of the parish. For
 15 example, in 2000, the parish expanded the size of the church parking lot which required grading
 16 the soil, paving, curbing and lighting the lot. Declaration of James D. Monaghan, ¶ 6. A
 17 parishioner's family business acted as the general contractor for that project at no charge to the
 18 parish. *Id.* Further, the parishioner arranged that most of the subcontractors who worked on the
 19 project performed their work at reduced prices. *Id.* The purpose behind these in-kind donations
 20 was solely to benefit Queen of Peace. *Id.* Another parishioner has devoted hundreds of hours to
 21 work on every school or parish auction since they began as a fundraising method, in roles
 22 ranging from a "worker bee" to committee chair to co-chair of the 1999 auction. K. Monaghan
 23 Decl., ¶ 4.

24 The parishioners at Queen of Peace believe that their contributions are solely for the
 25 benefit of the parish and do not intend for their contributions to benefit the Archdiocese. Wolf
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1 Decl., ¶ 25; Gangle Decl., ¶¶ 5-7; Tokarski Decl., ¶¶ 7-10; J. Monaghan Decl., ¶¶ 4-6;
 2 McDermott Decl., ¶¶ 8-9; K. Monaghan Decl., ¶ 6.

3 From 1994-2001, Rev. George Wolf, the pastor of Queen of Peace, served as a member
 4 of the Archdiocesan Loan Commission, which is comprised of pastors, parishioners, and three
 5 non-voting (ex officio) representatives of the Archdiocese. Wolf Decl., ¶ 23. Its purpose is to
 6 review parish and school requests for loans and to administer funds in the Archdiocesan Loan
 7 and Investment Program ("ALIP"). *Id.* The Loan Commission makes recommendations to the
 8 Archbishop regarding whether a particular loan should be approved. *Id.* In Fr. Wolf's five-year
 9 tenure on the Loan Commission, he was not aware of a single instance in which the Archbishop
 10 did not follow the Commission's recommendation. *Id.* Further, it is clearly understood that
 11 ALIP funds are the property of the individual parishes. *Id.* The parishes pool these funds
 12 together to provide low-interest loans to one another. *Id.* An individual parish may withdraw
 13 these funds to support its parish ministries. *Id.*

14 **8. St. John Fisher (Portland, Oregon)**

15 In the summer of 1956, Rev. Francis J. Schaefers, the pastor of St. Thomas More
 16 Catholic Church ("St. Thomas More"), in Portland's West Hills, concluded that there should be a
 17 new parish in that area and that the people there could and would support it. Campbell Dec. at
 18 ¶¶ 5-7; W. Forbes Dec. at ¶ 10. Fr. Schaefers needed to raise money for the new Parish's
 19 property. He set up a formal dinner at the home of a St. Thomas More parishioner, and invited
 20 twelve of St. Thomas More's major donors to be his guests. Declaration of James O. Stahl at ¶ 5.
 21 Fr. Schaefers told the men that they were his "disciples" and that they were going to help him
 22 buy the land for the new parish. Fr. Schaefers told each of them that he needed \$100 from each
 23 of them—by the end of the evening—so that he could buy a new car that someone would sell to
 24 him for \$1,200. *Id.* Each man wrote a \$100 check and gave it to Fr. Schaefers. *Id.*
 25 Fr. Schaefers then took the \$1,200 and used it to purchase the car, which became the grand prize
 26 for a raffle. The money raised from the sale of raffle tickets—purchased primarily by

1 St. Thomas More parishioners—was sufficient to purchase the land for the new parish. *Id.* That
 2 parish became St. John Fisher.

3 After the land was purchased, Fr. Schaefers led a capital campaign at St. Thomas More to
 4 raise funds to pay for a school building at St. John Fisher. Forbes Dec. at ¶ 12. The original
 5 construction cost of the school was \$231,000, which was raised primarily from donations from
 6 St. Thomas More parishioners, as well as a loan from the Archdiocese. *Id.* The school opened
 7 on September 8, 1959, and the first Mass was celebrated in the gymnasium on September 20,
 8 1959. *Id.*; S. Corrado Dec. at ¶ 5. The gym served as the church for the next several years until
 9 the actual church building was constructed. *Id.*; Forbes Dec. at ¶ 12. In November 1959,
 10 St. John Fisher parish began its own capital campaign to pay off the debt owed to the
 11 Archdiocese and to finish the classrooms on the lower floor of the school. Forbes Dec. at ¶ 13;
 12 Corrado Dec. at ¶ 6 and Exh. 1. The second phase of construction was completed in about 1961,
 13 and added 4 classrooms on the lower level of the school, a music/storage room, cafeteria and
 14 kitchen. *Id.* at ¶ 6.

15 In 1967, the parish began another capital campaign, this time to raise money to build a
 16 church sanctuary and a rectory/office building. *Id.* at ¶ 7; Forbes Dec. at ¶ 15. Once again, the
 17 parishioners gave generously and funded the majority of the building costs. The total
 18 construction cost for the church was \$459,547.97, which consisted of: \$261,500 from "D-
 19 Notes;" \$3,120.04 in interest on those D-Notes; \$105,427.93 in Sunday collections and special
 20 gifts from parishioners; and loans from the Archdiocese totaling \$89,500. Forbes Decl. ¶ 15 and
 21 Exhs. 6, 8-9. Construction on the church and the rectory/office began in 1968. *Id.*, ¶ 16 and
 22 Exh. 10. Both structures were completed in 1969, and the church was dedicated on March 2,
 23 1969. *Id.*, ¶ 16; Corrado Dec. at ¶ 7. Due to the dedication and sacrifice of St. John Fisher's
 24 parishioners, the debt owing to the Archdiocese was paid off in full in short order. Forbes Dec.
 25 at ¶ 17 and Exh. 11; Corrado Dec. at ¶ 7. When Rev. Leland DeJardin, St. John Fisher's pastor,
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1 announced from the pulpit that the parish had paid off its debt, the congregation burst into cheers
 2 and applause. Corrado Dec. at ¶ 7.

3 The next campaign was to raise money for a pipe organ for the newly-constructed church,
 4 which was done through "fun"-raisers like sing-a-longs, white elephant gift sales, dances, and
 5 breakfasts, as well as through generous monetary contributions from parishioners. *Id.*, ¶ 8. For
 6 the next 25 years, the parish held fundraisers on a regular basis: auctions, bazaars, dances, sing-
 7 a-longs, bake sales, and the like, as well as the weekly collections at Sunday services. The
 8 money raised from these endeavors was used to offset tuition costs at St. John Fisher School,
 9 provide scholarships, pay bills and salaries at the school and the church, and maintain the
 10 buildings and grounds. At no point in time, from the very beginnings of the parish, did the
 11 Archdiocese contribute to or fund either the construction of the buildings or the day-to-day costs
 12 of making the parish and school run. *Id.*, ¶ 9.

13 St. John Fisher School offers education from Kindergarten through eighth grade.
 14 Declaration of Sue Harris, ¶ 5. The only capital improvements that had been made to the school
 15 or its facilities since 1961 were a new roof, natural gas conversion and carpeting for the lobby
 16 and stairwells under the direction of Fr. Forbes, St. John Fisher's pastor since 1988. *Id.* In 1994,
 17 under the direction of Fr. Forbes and school principal Sue Harris, a Steering Committee was
 18 assembled to assess the goals and needs of both the school and the parish. *Id.* The Steering
 19 Committee held meetings with small parishioner and school parent groups to learn from them the
 20 kinds of improvements they wished to see in both the school and the parish. *Id.*; Declaration of
 21 Mark Zipse, ¶ 5. At the conclusion of its interviews, the Steering Committee recommended a
 22 series of construction goals that were to take place in two phases: Phase 1 was intended to
 23 construct a new Kindergarten classroom to be integrated with and attached to the school,
 24 construct a new library, computer center and learning center, and landscape the school to provide
 25 shade cover for the classrooms on the west side of the school building. Phase 2 focused on
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1 parking lot redesign, athletic field construction, an addition to the gymnasium, development of a
 2 play area, and modifications to the school entry. *Id.*, ¶ 6; Harris Dec. at ¶ 6.

3 In the course of pursing the campaign, the parish had several meetings with Archdiocese
 4 representatives. The Archdiocese was enthusiastic about St. John Fisher's immediate goals, but
 5 requested that the parish broaden the scope of the planning to examine its long-term needs.
 6 Zipse Dec. at ¶ 7. The Archdiocese indicated that St John Fisher was responsible for identifying
 7 its own future growth and expansion requirements, which would be unique to each parish. *Id.*
 8 As a result of the Building Commission's recommendation, the Steering Committee met and
 9 developed a Phase 3, which included modification of the rectory office and entry, eventual
 10 construction of a new parish hall, and making upgrades to the ministries offices. *Id.*
 11 Archdiocese representatives also made it clear to the parish that any building renovations were to
 12 be the sole responsibility of the parish. Harris Dec. at ¶ 8. The parish would be able to borrow
 13 from the Archdiocese a small portion of the total costs needed for the construction, but only after
 14 the parish had received cash contributions in the amount of 80% of the total construction cost.
 15 *Id.*

16 With the building plan now in place, the capital campaign could now begin. Throughout
 17 the course of the campaign, called "Blueprints for the Future," it was clear that the money raised
 18 would be used for the benefit of the school and parish. Harris Dec. at ¶ 9; Zipse Dec. at ¶ 10.
 19 Even the campaign brochure stated that "the majority of funding will come from the parish
 20 community." Harris Dec. at Exh. 1 at 8. At the official conclusion of the campaign, \$809,325
 21 was raised from parishioner donations. Zipse Dec. at ¶ 9. By the time Phase 1 and 2 were
 22 completed, however, a total of \$1.3 million had been raised. Harris Dec. at ¶ 10. Construction
 23 on Phase 1 began in 1994 and was completed in 1995; its total cost was approximately \$920,000.
 24 *Id.*, ¶ 11. Construction on Phase 2 began in 1996 and was completed in 1998; the total cost of
 25 that phase was approximately \$370,000. *Id.* Before construction began on Phase 1, the parish
 26 applied for and was granted a line of credit from the Archdiocese in the total amount of

1 \$222,000, which the parish did not call upon in full. Forbes Dec. at ¶ 20. In addition to having
 2 to demonstrate to the Archdiocese that the parish already had in hand most of the cost of
 3 construction, the Archdiocese also required that "[p]arish funds are to be applied to the project
 4 before any loan advances are made." *Id.* and Exh. 12. St. John Fisher retired its debt within the
 5 terms provided by the loan. *Id.*, ¶ 21.

6 At about the same time the "Blueprints for the Future" capital campaign was underway, it
 7 became apparent that the church was sorely in need of new works of art. Corrado Dec. at ¶ 11.
 8 The parish formed an Art Committee, which undertook 4 years of extensive research into
 9 liturgical art in the Northwest. *Id.* at ¶¶ 11-12. After hundreds of hours, the committee
 10 commissioned several works of art, ranging from sculpture to stained glass windows to a
 11 complete reworking of the church's baptistry, all of which were valued at approximately
 12 \$67,000. *Id.*, ¶ 12. A significant portion of the money needed to purchase the art came from one
 13 parish family, who intended to benefit only St. John Fisher in donating the necessary funds. *Id.*,
 14 ¶ 13.

15 In the summer of 2004, the parishioners' generosity allowed the parish to purchase an air
 16 conditioning system in the church. The total cost for the system was \$50,000. Funds for this
 17 project came from a \$1,000 donation from parishioner Nancy Emrick, a \$12,500 donation from
 18 parishioner Anthony Maksyn, a second collection that was passed around the parish—after the
 19 regular collection—on a hot summer weekend, and from the parish's Renewal Fund. Forbes
 20 Dec. at ¶ 23.

21 Parishioners volunteer from time to time to perform special maintenance for the parish.
 22 *Id.*, ¶ 24. For example, parishioners were responsible for the planting of a hedge of cedar trees
 23 along the driveway between the north side of St. John Fisher and St. Luke's Lutheran Church
 24 next door. *Id.* Mark Zipse and other parishioners were responsible for the early watering and
 25 mowing of the athletic field soon after it was seeded. *Id.*; Zipse Dec. at ¶ 12-14. Many
 26 parishioners volunteer to perform regular janitorial services in the church building. A group of

1 retired men, "The Fishermen," vacuum the church each Thursday morning. Forbes Decl, ¶ 24.
 2 Altar Society members wash the altar linens, while another volunteer washes the clergy's and
 3 Eucharistic ministers' white robes. Further, there is a monthly collection for the renewal and
 4 maintenance of the buildings and grounds. In addition to helping to fund the purchase and
 5 installation of the air conditioning system, the Renewal Fund has also been used to replace
 6 rotting window frames in the school, install a sprinkler system in the athletic field, and provide
 7 routine maintenance, repair and upkeep. *Id.*

8 It is abundantly clear to parishioners at St. John Fisher that their contributions, both
 9 monetary and nonmonetary, are intended to benefit solely the local parish community. *Id.*, ¶ 30;
 10 Corrado Dec. at ¶ 14; Zipse Dec. at ¶ 15; Harris Dec. at ¶ 12; Stahl Dec. at ¶¶ 7-8; Declaration of
 11 Connie Flabetich, ¶ 8; Declaration of Ed Flabetich, ¶¶ 3-4. St. John Fisher parishioners have
 12 supported their parish in almost every way imaginable. Parishioner Ed Flabetich not only ushers
 13 at Saturday Mass each week, and provides personal physical labor services such as plumbing and
 14 janitorial work in the church and the rectory, he also stepped in to save the church from having to
 15 spend thousands of additional dollars to install its new pipe organ by hoisting at least 50 large
 16 organ pipes up to an alcove in the church designed to hold the organ. E. Flabetich Dec. at ¶ 4.
 17 Connie Flabetich served as the Choir Director for nine years without pay, and led the efforts to
 18 research and obtain a pipe organ for the church. C. Flabetich Dec. at ¶¶ 4-6. Parishioners have
 19 donated all kinds of professional services for the benefit of the parish, including graphic design,
 20 architecture, financial expertise, and landscaping. Harris Dec. at ¶ 12; Zipse Dec. at ¶ 12. One
 21 parishioner designed a database to enable the school to track the volunteer hours recorded by
 22 school parents, a project that took between 300-400 hours. Stahl Dec. at ¶ 7. Of course, there
 23 also those parishioners who have generously given financial contributions to support the parish;
 24 one family alone has donated over \$800,000 in the last 48 years. Corrado Dec. at ¶ 14.

25 Consistent with tradition and the rules of the Canon Law, the Archdiocese may hold legal
 26 title to St. John Fisher's real property. However, such title – like title held in all other Parish

1 properties – is intended to be held for the use and benefit of St. John Fisher and its parishioners.
 2 Forbes Dec. at ¶ 31. Indeed, the Archbishop explained this policy nearly 25 years ago:

3 While it is true that [title to parish property is held by] the
 4 Archdiocese of Portland, it is not true that the Archdiocese as such owns
 5 the land for itself. The Archdiocese is an Oregon not for profit
 6 corporation incorporated in the State of Oregon, whereas the parish is not
 7 so incorporated. *The title to all property belonging to the Catholic Church*
in western Oregon, with some notable exceptions such as hospitals,
nursing homes, private educational institutions, etc., is vested in the
Archdiocese. Such properties, as for example parish plants, though listed
under the Archdiocesan corporate title, are really held in trust for the
individual parishes.

9 *Id.* and Exh. 13 at 1 (emphasis added).

10 **9. St. Philip Benizi (Redland, Oregon)**

11 St. Philip Benizi Catholic Church ("St. Philip Benizi") is a parish within the diocese of
 12 the Debtor located in Redland, Oregon (near Oregon City). The vision for a new Catholic parish
 13 in the area started in approximately 1961. Spink Dec. at ¶ 5. At that time, there was no Catholic
 14 parish in the area and a number of local Catholics were interested in starting one. *Id.* By 1962,
 15 several Redland families had begun meeting on Sunday mornings at the Redland Grange for
 16 Mass and catechism classes. *Id.* The services held at the Grange were sponsored by St. John the
 17 Apostle, an established parish in Oregon City with hundreds of families in attendance. *Id.* The
 18 Grange mission was led by Father James Spink, who was then a young associate of Monsignor
 19 Bernards, the long-time pastor of St. John the Apostle. (*Id.* at ¶¶ 4-6).

20 *Acquisition of First Parcel of Land.* Not long after services began at the Redland Grange,
 21 a momentum developed among those in attendance to build a new church facility. Spink Dec. at
 22 ¶ 7. In 1963, Father Spink and Monsignor Bernards purchased a parcel at the intersection of
 23 Redland and Linn's Mill Roads for about \$5,000. Spink Dec. at ¶ 7-8 (referencing parcel
 24 907629); Saalfeld Dec. I at ¶ 5. At least \$1,000 of the purchase price was paid by Monsignor
 25 Bernards with his own personal funds. Spink Dec. ¶ 8. Monsignor Bernards was known for
 26 generous donations to parishes, and made this donation for the purpose of advancing the new

1 "the feeling at the party was one of celebration." *Id.* "Everyone was proud that we satisfied our
 2 debt." *Id.*

3 *Construction of other buildings.* After building the new church, the parishioners at St.
 4 Philip Benizi went on to build three additional buildings: the rectory, the social hall and the
 5 covered play area. Saalfeld Dec. I at ¶¶ 15-21. Each was constructed upon the initial (1963)
 6 parcel with funds and labor donated by parishioners.

7 The parish rectory (which also serves as office space) was built in 1974 for
 8 approximately \$50,000. Saalfeld Dec. I at ¶ 17. A loan from the Archdiocese was obtained to
 9 supplement parishioner donations, but was paid back, in full, with subsequent parishioner
 10 donations. *Id.*

11 In the wake of a growing church body and need for additional space, St. Philip Benizi
 12 built a social hall in 1984. Saalfeld Dec. ¶ 18. All of the work for the social hall and the rectory
 13 was done by the parish priest and the parishioners. *Id.* The total cost of the social hall was about
 14 \$180,000. Saalfeld Dec. I, at ¶ 20. That money was raised in a variety of ways, including
 15 through a pledge drive. See Silvander Exh. 7 (copies of signed pledge forms).²⁷

16 The pledge forms expressly state that the contributions were being made by parishioners
 17 "to assist in the building of our parish social hall" because the donors had "a firm belief in the
 18 positive benefits for St. Philip Benizi parish." *Id.* Many of the pledges were for significant
 19 sums; according to a parish donor log, there were at least 115 parishioners who made pledges (all
 20 but one pledging more than \$100), with total pledges exceeding \$47,000. Silvander Exh. 6 (log
 21 of pledges). Parishioners also donated building materials and labor to the construction of the
 22 hall, including the donation of drain pipes, a septic system, flooring, painting, trim work and
 23 insulation installation, and the installation of a telephone system. See Silvander Exh. 8 at 1-9;
 24

25
 26 ²⁷ The parish ended up with a surplus in its building fund that it later used to construct a covered
 play structure. The Archdiocese was not in any way involved in the construction of the covered play
 structure, and did not even know about it until after it was built. Saalfeld Dec. at 21.

1 Buxman Dec. at ¶2; Clow Dec. at ¶¶ 3-9. As one of these parishioners testified, "I did all of this
 2 work on a volunteer basis as part of my contribution to our parish." Buxman Dec. ¶ 2.

3 The Archdiocese did not contribute any funds to the social hall project. Saalfeld Dec. I,
 4 at ¶ 20. St. Philip Benizi wrote checks directly on its own account to pay the non-volunteer
 5 contractors who worked on the project. *Id.*

6 *Acquisition of Additional Parcels.* St. Philip Benizi acquired a second parcel of land in
 7 1989 for the benefit of the parish. See Saalfeld Dec. I, ¶¶ 6-7; see also Saalfeld Exh. 2 (aerial
 8 map of the property). The \$11,000 purchase was funded completely by donations from the
 9 parishioners of St. Philip Benizi. *Id.* at ¶ 8. The Archdiocese contributed no funds toward the
 10 purchase price and generally deferred to the pastor in his desire to purchase the parcel for the
 11 benefit of St. Philip Benizi. *Id.*; *see generally* Saalfeld Supp. Dec.

12 A third parcel, acquired in 1993, cost \$25,000, and was purchased with parishioner-
 13 donated funds (not with any money from the Archdiocese) in order to benefit the local parish
 14 community. Saalfeld Dec. at ¶¶ 10-12, 30-37. In a letter to the Archdiocese dated December 9,
 15 1992, Father Saalfeld expressly noted that this property would be acquired "for the benefit of this
 16 parish." Saalfeld Exh. 3 at 1. With the help of several volunteer parishioners and the local fire
 17 department, an old, dilapidated house and garage on the property was burned and cleared. *Id.* at
 18 ¶ 11.

19 *Remodeling and Maintenance.* Over the years, St. Philip Benizi has spent a lot of money
 20 to keep its parish buildings properly updated. In 1988, St. Philip Benizi upgraded the social hall
 21 to add an additional classroom. Saalfeld Dec. I, ¶ 23. The cost of this project, approximately
 22 \$40,000, was paid for completely by the parish building fund. *Id.* In 1991, Fr. Saalfeld led a
 23 significant remodel of the sanctuary, in which the parishioners again bore the entire cost of
 24 approximately \$309,000. *Id.* at ¶¶ 24-27.

25 St. Philip Benizi also relies on volunteer labor to perform basic maintenance for the
 26 parish. Parishioners donate their time to perform janitorial services, to paint the buildings, and to

1 perform yard maintenance. See generally Saalfeld Dec. at ¶ 28; Silvander Dec. I, ¶ 2; Bucknum
 2 Dec. at ¶ 2; Saalfeld Exh. 5 (photos of volunteer work); Silvander Exh. 9 (same).

3 *St. Philip Benizi Presence on Parish Property.* St. Philip Benizi staff, including its
 4 current pastor (Father Michael Patrick), are generally present on the parish premises during
 5 regular business hours and week-ends. Silvander Supp. Dec. at ¶¶ 7-11. Father Patrick lives on
 6 the property, such that he is also generally present during non-business hours. *Id.* at ¶ 10. Father
 7 Patrick and his staff are generally happy to talk with people who come onto the property, or into
 8 the parish office, with questions. *Id.* at ¶ 11. In addition, St. Philip Benizi displays a parish sign
 9 on the premises that says "St. Philip Benizi Catholic Church" and makes no reference to the
 10 Archdiocese. *Id.* at ¶ 6; Saalfeld Dec. at ¶ 4; Silvander (Supp.) Exh. 5.

11 St. Philip Benizi has its own federal tax identification number and enters into direct
 12 contracts with third-parties without involving the Debtor. Silvander Dec. II, ¶ 2-4; Saalfeld Dec.
 13 I, ¶ 20.

14 **III. Principles of Religious Freedom Bar the Relief Sought by the TCC under
 15 Section 544(a)(3).**

16 The facts set forth above demonstrate with great breadth how the Test Properties came
 17 into existence and, most importantly, why no more than bare legal title in the Archdiocese was
 18 ever contemplated by the Parish Defendants. Constitutional and RFRA issues aside, deep factual
 19 questions overwhelm the Third Motion, making summary judgment inappropriate. However, in
 20 the event the Court determines that the interests asserted by the Parish Defendants in the Test
 21 Properties do not exist, should be disregarded or are subject to avoidance under section
 22 544(a)(3), the Parish Defendants ask that the Court proceed to consider the federal protections
 23 that safeguard the religious rights of the Parish Defendants, including pursuant to the Religious
 24 Freedom Restoration Act, 42 U.S.C. § 2000bb ("RFRA") and the First Amendment.²⁸

25

26 ²⁸ By voiding beneficial interests in property recognized under state law, an application of section
 544 to void pre-1978 transfers of property would amount to a violation of the Fifth Amendment of the

1 **A. The Religious Freedom Restoration Act Bars Reliance on Section 544 to Void
2 The Parish Defendants' Interests in the Test Properties.**

3 Under RFRA,

4 Government may substantially burden a person's exercise of religion *only*
5 if it demonstrates that application of the burden to the person--

6 (1) is in furtherance of a compelling governmental interest;

7 (2) is the least restrictive means of furthering that compelling
8 governmental interest.

9 42 U.S.C. § 2000bb-1(b) (2003) (emphasis added). In determining whether a government action
10 "substantially burdens" a person's religious practice, courts look to sincerely held religious
11 beliefs. *Werner v. McCotter*, 49 F.3d 1476, 1480 n.1 (10th Cir. 1995). The action must
12 "'significantly inhibit or constrain conduct or expression that manifests some central tenet of a
13 [person's] individual [religious] beliefs; must meaningfully curtail a [person's] ability to express
14 adherence to his or her faith; or must deny a [person] reasonable opportunities to engage in those
15 activities that are fundamental to a [person's] religion.'" *In re Young*, 82 F.3d 1407, 1418 (8th
16 Cir. 1996) ("*Young I*") (citation and internal punctuation omitted).²⁹ The Eighth Circuit restated
17 and reemphasized its conclusions in *Christians v. Crystal Evangelical Free Church (In re
18 Young)*, 141 F.3d 854 (8th Cir.), *cert. denied*, 119 S. Ct. 43 (1998) ("*Young II*"). *Young II* was
19 subsequently cited with approval by the Ninth Circuit. *Guam v. Guerrero*, 290 F. 3d 1210,
20 1220-21 (9th Cir. 2002).

21 U.S. Constitution without just compensation. While one court has considered and rejected this argument,
22 see *In re Washburn & Roberts, Inc.*, 17 B.R. 305 (Bankruptcy D. Wa. 1982), that court reached the
23 incorrect conclusion that the property right had been "divested" not by the statute but by the failure to
24 record the interest. That conclusion is incorrect because where, as here, the BFP is merely hypothetical,
25 the beneficiary retains the property interest, and could enforce it. It is only after a BFP actually purchases
26 the property that the failure to record effectively divests the party of the property right. For that reason,
27 voiding pre-1978 transfers of property from the parishes to the Debtor amounts to a violation of the Fifth
28 Amendment.

29 *In re Young*, 82 F.3d 1407 (8th Cir.), *reh'g denied*, 89 F.3d 494 (8th Cir. 1996), *vacated and
30 remanded*, 117 S. Ct. 2502 (1997), *on remand sub nom. Christians v. Crystal Evangelical Free Church
31 (In re Young)*, 141 F.3d 854 (8th Cir.), *cert. denied*, 119 S. Ct. 43 (1998).

1 In *Young*, the trustee sought to recover, pursuant to Section 548 of the Bankruptcy Code,
 2 prepetition tithes by the debtor to his church. The Eighth Circuit concluded that avoidance of the
 3 debtors' religious contributions by the application of section 544(a)(3) would substantially
 4 burden the debtors' religious practices:

5 We do not think it is relevant that the debtors can continue to tithe or that
 6 there are other ways in which the debtors can express their religious
 7 beliefs that are not affected by the governmental action. It is sufficient
 8 that the governmental action in question meaningfully curtails, albeit
 9 retroactively, a religious practice of more than minimal significance in a
 10 way that is not merely incidental.

11 *Young I*, 82 F.3d at 1418-19.

12 The court held that the religious contributions were not avoidable under the trustee's
 13 fraudulent transfer strong arm powers because Congress effectively amended the Bankruptcy
 14 Code when it enacted RFRA.

15 We conclude that RFRA is an appropriate means by Congress to modify
 16 the United States bankruptcy laws. In attempting to avoid the Youngs'
 17 tithes to the church, the Trustee relied on an affirmative act of Congress
 18 defining which transactions of debtors in bankruptcy may be avoided. *See*
 19 11 U.S.C. § 548(A)(2)(A). RFRA, however, has effectively amended the
 20 Bankruptcy Code, and has engrafted the additional clause to §548(a)(2)(A)
 21 that a recovery that places a substantial burden on a debtor's exercise of
 22 religion will not be allowed unless it is the least restrictive means to
 23 satisfy a compelling governmental interest.

24 *Young II*, 141 F.3d at 861.

25 We understand the TCC's argument to be that even assuming the existence of a valid
 26 charitable resulting trust under Oregon law and assuming that the contributions at issue here
 27 were religiously motivated acts of religious expression, section 544(a)(3) would nevertheless
 28 result interests of the Parish Defendants in such trusts to be avoided. In such a collision between
 29 section 544(a)(3) and RFRA, RFRA prevails. Such an application of section 544(a)(3) would
 30 substantially burden the Parish Defendants' exercise of religion – far more than in *Young*. *See*
 31 Parish Defendants' Response to TCC's Concise Statement of Material Facts at 10, ¶ 5 (The Parish
 32

1 Defendants contribute to their parishes as acts of religious faith and expression.) The relatively
 2 brief period of time involved in *Young* is dwarfed by the magnitude of the relief sought by the
 3 TCC here. Here, the religious acts of many generations of parishioners, colorfully illustrated in
 4 the numerous declarations filed in support of this memorandum, are implicated by the Court's
 5 decision.

6 To satisfy RFRA, the TCC must demonstrate that, as applied here, section 544(a)(3)
 7 would be 1) "in furtherance of a compelling governmental interest," and 2) the relevant law is
 8 "the least restrictive means of furthering that compelling governmental interest." 42 U.S.C. §
 9 2000bb-1(b).

10 In this case, the governmental interest – maximizing property of the estate – is not
 11 narrowly tailored. The application of the Bankruptcy Code would bring far more property into
 12 the control of the Debtor than is allowed under Canon Law, more than is permitted by the
 13 religious beliefs or donative intentions of parishioners, more than can be reasonably reached
 14 under reasonable principles of civil liability, and, interestingly, more than is justified under
 15 section 541.³⁰ There is no compelling reason to ignore these aspects of religious practice in a
 16 generalized effort to broaden the scope of the estate. That is precisely the conclusion reached by
 17 the Eighth Circuit in *Young*, cited with approval by the Ninth Circuit in *Guerrero*. And it is,
 18 respectfully, the result that this Court should reach here.

19 **B. The Religion Clauses of the First Amendment.**

20 Elimination of the interests of the Parish Defendants as proposed by the TCC would
 21 violate the rights of the Parish Defendants under the First Amendment. The First Amendment
 22 provides that "Congress shall make no law respecting an establishment of religion, or prohibiting
 23 the free exercise thereof." Courts are similarly restricted in their consideration of issues
 24

25
 26 ³⁰ See *Mills v. Brown (In re Brown)*, 182 B.R. 778 (Bankr. E.D. Tenn. 1995) (addressing conflict
 between sections 541 and 544); *In re Mill Concepts Corp.*, 123 B.R. 938 (Bankr. D. Mass. 1991) (same).

1 involving religious organizations or doctrine. Generally, courts may not interpret church laws,
 2 policies or practices in a manner that will limit a church's ability to fully practice its religion or
 3 be guided by its religious principles. *Cantwell v. Connecticut*, 310 U.S. 296, 303 (1940).

4 As the Parish Defendants argued in response to the second motion for summary
 5 judgment, courts are not prevented from addressing church-related disputes, provided they
 6 refrain from considering doctrinal matters and resolve the dispute solely on neutral principles.
 7 *Watson v. Jones*, 80 U.S. 679, 727 (1871) (decision of highest church authority binding in
 8 "questions of discipline, or of faith, or ecclesiastical rule, custom, or law"); *Presbyterian Church*
 9 *in the United States v. Mary Elizabeth Blue Hull Memorial Presbyterian Church*, 393 U.S. 440
 10 (1969) ("there are neutral principles of law, developed for use in all property disputes, which can
 11 be applied without 'establishing' churches to which property is awarded"); *Maryland & Va.*
 12 *Churches v. Sharpsburg Church*, 396 U.S. 367, 368, 90 S.Ct. 499, 500 (1970) (church property
 13 dispute resolved based on deeds, the local church charters, state statutes and constitution of the
 14 general church concerning the ownership and control of church property); *Jones v. Wolf*, 443
 15 U.S. 595, 604 (1979) ("there may be cases where the deed, the corporate charter, or the
 16 constitution of the general church incorporates religious concepts in the provisions relating to the
 17 ownership of property").

18 Under neutral principles, a court should review the deeds to the church property and the
 19 state statutes governing the holding of church property. The TCC would have the Court end its
 20 inquiry there, affirmatively ignoring Canon Law and its fundamental relationship to the authority
 21 of the corporation sole in relation to parish property. The TCC's constrained view gives short
 22 shrift to the full reach of Oregon law in this matter and invites numerous religious freedom
 23 objections. Such an approach ignores the teachings of *Jones*, which makes clear that courts may
 24 engage in a limited review of religious documents and practices, including church charters,
 25 books of order or discipline of the general church organization. *Id.* at 602-04, 99 S.Ct. at 3026.

26

Here, the Court must consider the religious practices and doctrines of the Catholic Church that have informed the religious acts of giving at issue. To ignore such practices and doctrine undermines and alters the polity of the church and infringes upon the religious expressions of the Parish Defendants protected by the First Amendment. The Court can only accept the TCC's arguments and void the interests of the Parish Defendants by impermissibly elevating the form of the property records over the substance of every other reasonable indicia of the relationships, rights and obligations of the parties in the Test Properties. This the First Amendment forbids.

IV. Conclusion.

Substantial questions of material fact preclude the Court from granting the motion. The TCC's third motion for partial summary judgment should be denied.

Dated this 19th day of October, 2005

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Committee of Parishioners

**DECLARATIONS IN SUPPORT OF RESPONSE
TO THIRD MOTION FOR
SUMMARY JUDGMENT**

General Declarations

Mark Edlen ("Edlen Dec.")
John Rickman ("Rickman Dec.") [previously filed under Docket No. 275]
Rev. John Kerns ("Kerns Dec.") [previously filed under Docket No. 276]

Holy Redeemer

Fr. George Rassley, C.Ss.R. ("Rassley Dec.")
Fr. Bill Adams, C.Ss.R. ("Adams Dec.")
Alice J. Cowan ("Cowan Dec.")
Mary Louise Marking ("Marking Dec.")
William "Doug" Herboth ("Herboth Dec.")
Marjorie Hicks ("Hicks Dec.")
Vince Cooney ("Cooney Dec.")
Sandy Trapnell ("Trapnell Dec.")
Fr. Joseph Corpora, CSC ("Corpora Dec.")
Janeen McAninch ("McAninch Dec.")
Mary Neisner ("Neisner Dec.")

Immaculate Conception (Stayton)

Frank Yates ("Yates Dec.")
Frank Yates ("Supp. Yates Dec.")
Kathleen I. McNulty ("McNulty Dec.")
Shirley A. Becker ("S. Becker Dec.")
Fr. Panneer Selvam ("Selvam Dec.")
Frances A. Freres ("F. Freres Dec.")
Marcel Van Dreisch ("Dreisch Dec.")
Theodore F. Freres ("T. Freres Dec.")
La Veta Christiansen ("L. Christiansen Dec.")
Arthur P. Christiansen ("A. Christiansen Dec.")
Elmer J. Klamp ("E. Klamp Dec.")
Fred Schwindt ("Schwindt Dec.")
James V. Gries ("Gries Dec.")
Edward Dunham ("Dunham Dec.")
Vincent J. Brand ("Brand Dec.")
Cliff Coleman ("Coleman Dec.")
Sylvia Coleman ("Coleman Dec.")
Robert T. Freres ("R. Freres Dec.")
Katherine L. Kirsch ("Kirsch Dec.")
Ralph Bochsler ("Bochsler Dec.")
Louise Bochsler ("Bochsler Dec.")
Helen D. Klamp ("H. Klamp Dec.")
Thomas R. Becker ("T. Becker Dec.")
Elizabeth Minten ("Minten Dec.")

St. Michael (Oakridge)

Patrick Morrison ("Morrison Dec.")
Patrick Morrison ("Supp. Morrison Dec.")
William DuMont ("W. DuMont Dec.")
Mary Susan Freeman ("Freeman Dec.")
Aline C. Goddard ("Goddard Dec.")
Norman H. Husser ("Husser Dec.")

James H. Minogue ("J. Minogue Dec.")
William Hager ("Hager Dec.")
Jean Husser ("Husser Dec.")
Janet DuMont ("J. DuMont Dec.")
Geraldine A. Palanuk ("Palanuk Dec.")
Beverly J. McCulley ("McCulley Dec.")
Christine A. Minogue ("C. Minogue Dec.")

St. Birgitta

Anna Minarik ("Minarik Dec.")
Glenn W. Pelikan ("Pelikan Dec.")
Fr. Joseph P. Browne ("Browne Dec.")
John Knez ("Knez Dec.")
John Bender ("Bender Dec.")

St. Elizabeth Ann Seton (Aloha)

Donna F. Nemec ("Nemec Dec.")
Shirley R. Hurrell ("Hurrell Dec.")
Fr. Neil Moore ("Moore Dec.")

St. Mary, Our Lady of the Dunes

Mary-Helen "Charlie" Brennan ("Brennan Dec.")
Richard Kirby ("Kirby Dec.")
Gary Foglio ("Foglio Dec.")
Phyllis Wells ("Wells Dec.")
Fr. Don Gutmann ("Gutmann Dec.")
Ken Janowski ("Janowski Dec.")
Patrick Kirby ("Kirby Dec.")

Queen of Peace

Rev. George Wolf ("Wolf Dec.")
Lawrence E. Tokarski ("Tokarski Dec.")
Kathleen Kelly Burrell Monaghan ("K. Monaghan Dec.")
Michael McDermott ("McDermott Dec.")
Sandra Smith Gangle ("Gangle Dec.")
James D. Monaghan ("J. Monaghan Dec.")

St. John Fisher

Frank Campbell ("Campbell Dec.")
James O. Stahl ("Stahl Dec.")
Wayne A. Forbes ("Forbes Dec.")
Sue Harris ("Harris Dec.")
Mark Zipse ("Zipse Dec.")
Susanne M. Corrado ("Corrado Dec.")
Connie Flabetich ("C. Flabetich Dec.")
Ed Flabetich ("E. Flabetich Dec.")

St. Philip Benizi

James Spink ("Spink Dec.")
Lawrence Saalfeld ("Saalfeld Dec.")
Mary Lou Silvander ("Silvander Dec.")
Myrtle Poquette ("Poquette Dec.")
Bill Piller ("Piller Dec.")
Gordon F. Clow ("Clow Dec.")
John Buxman ("Buxman Dec.")
Michael L. Bucknum ("Bucknum Dec.")

OCT 19 2005

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8
9
10 Of Attorneys for Committee of Parishes and
11 Parishioners and Defendant Class

12
13
14
15
16 UNITED STATES BANKRUPTCY COURT

17 FOR THE DISTRICT OF OREGON

18 In re

19 ROMAN CATHOLIC ARCHBISHOP OF
20 PORTLAND IN OREGON, and successors, a
corporation sole, dba the ARCHDIOCESE OF
PORTLAND IN OREGON

21 Debtor.

22 NO. 04-37154-elp11

23 *Adr. 04-3292-elp*

24 CERTIFICATE OF SERVICE

25
26 I hereby certify that I served a copy of the following documents on the parties on the
attached List of Interested Parties as indicated, addressed to each party's last known address on
the date set forth below:

27 1. **RESPONSE TO TORT CLAIMANTS COMMITTEE'S CONCISE**
28 **STATEMENT OF MATERIAL FACTS IN SUPPORT OF THIRD MOTION FOR**
29 **PARTIAL SUMMARY JUDGMENT;**
30 2. **PARISH AND PARISHIONERS' CLASS AND PARISH COMMITTEE**
31 **MEMORANDUM IN OPPOSITION TO PLAINTIFFS' THIRD MOTION FOR**
32 **PARTIAL SUMMARY JUDGMENT;**

- 1 **3. DECLARATION OF JOHN BENDER;**
- 2 **4. DECLARATION OF FR. JOSEPH P. BROWNE;**
- 3 **5. DECLARATION OF JOHN KNEZ;**
- 4 **6. DECLARATION OF ANNA MINARIK;**
- 5 **7. DECLARATION OF RECORDS CUSTODIAN GLENN W. PELIKAN;**
- 6 **8. DECLARATION OF SHIRLEY R. HURRELL;**
- 7 **9. DECLARATION OF FR. NEIL MOORE;**
- 8 **10. DECLARATION OF RECORDS OF CUSTODIAN DONNA F. NEMEC;**
- 9 **11. DECLARATION OF FR. BILL ADAMS, C.SS.R;**
- 10 **12. DECLARATION OF VINCE COONEY;**
- 11 **13. DECLARATION OF FATHER JOSEPH CORPORA, CSC;**
- 12 **14. DECLARATION OF ALICE J. COWAN;**
- 13 **15. DECLARATION OF MARJORIE HICKS;**
- 14 **16. DECLARATION OF WILLIAM "DOUG" HERBOTH;**
- 15 **17. DECLARATION OF NANCY HOLDORF;**
- 16 **18. DECLARATION OF MARY LOUISE MARKING;**
- 17 **19. DECLARATION OF JANEEN MCANINCH;**
- 18 **20. DECLARATION OF MARY NEISNER;**
- 19 **21. DECLARATION OF FR. GEORGE RASSLEY, C.Ss.R.**
- 20 **22. DECLARATION OF SANDY TRAPNELL;**
- 21 **23. DECLARATION OF SHIRLEY A. BECKER;**
- 22 **24. DECLARATION OF THOMAS R. BECKER;**
- 23 **25. DECLARATION OF LOUISE BOCHSLER;**
- 24 **26. DECLARATION OF RALPH BOCHSLER;**
- 25 **27. DECLARATION OF VINCENT J. BRAND;**
- 26 **28. DECLARATION OF ARTHUR P. CHRISTIANSEN;**

- 1 **29. DECLARATION OF LA VETA CHRISTIANSEN;**
- 2 **30. DECLARATION OF CLIFF COLEMAN;**
- 3 **31. DECLARATION OF SYLVIA COLEMAN;**
- 4 **32. DECLARATION OF MARCEL VAN DREISCH;**
- 5 **33. DECLARATION OF EDWARD DUNHAM;**
- 6 **34. DECLARATION OF FRANCES A. FRERES;**
- 7 **35. DECLARATION OF ROBERT T. FRERES;**
- 8 **36. DECLARATION OF THEORDORE F. FRERES;**
- 9 **37. DECLARATION OF JAMES V. GRIES;**
- 10 **38. DECLARATION OF KATHERINE L. KIRSCH;**
- 11 **39. DECLARATION OF ELMER J. KLAMP;**
- 12 **40. DECLARATION OF HELEN D. KLAMP;**
- 13 **41. DECLARATION OF KATHLEEN I. MCNULTY;**
- 14 **42. DECLARATION OF ELIZABETH MINTEN;**
- 15 **43. DECLARATION OF FRED SCHWINDT;**
- 16 **44. DECLARATION OF FATHER PANNEER SELVAM;**
- 17 **45. DECLARATION OF FRANK YATES;**
- 18 **46. SUPPLEMENTAL DECLARATION OF FRANK YATES;**
- 19 **47. DECLARATION OF FRANK CAMPBELL;**
- 20 **48. DECLARATION OF SUE CORRADO;**
- 21 **49. DECLARATION OF CONNIE FLABETICH;**
- 22 **50. DECLARATION OF ED FLABETICH;**
- 23 **51. DECLARATION OF WAYNE A. FORBES;**
- 24 **52. DECLARATION OF SUE HARRIS;**
- 25 **53. DECLARATION OF JIM STAHL;**
- 26 **54. DECLARATION OF MARK ZIPSE;**

- 1 **55. DECLARATION OF MARY-HELEN "CHARLIE" BRENNAN;**
- 2 **56. DECLARATION OF GARY FOGLIO;**
- 3 **57. DECLARATION OF FATHER DON GUTMANN;**
- 4 **58. DECLARATION OF KEN JANOWSKI;**
- 5 **59. DECLARATION OF PATRICK KIRBY;**
- 6 **60. DECLARATION OF RICHARD KIRBY;**
- 7 **61. DECLARATION OF PHYLLIS WELLS;**
- 8 **62. DECLARATION OF JANET DUMONT;**
- 9 **63. DECLARATION OF WILLIAM DUMONT;**
- 10 **64. DECLARATION OF MARY SUSAN FREEMAN;**
- 11 **65. DECLARATION OF ALINE C. GODDARD;**
- 12 **66. DECLARATION OF WILLIAM HAGER;**
- 13 **67. DECLARATION OF JEAN HUSSER;**
- 14 **68. DECLARATION OF NORMAN H. HUSSER;**
- 15 **69. DECLARATION OF CHRISTINE A. MINOGUE;**
- 16 **70. DECLARATION OF JAMES H. MINOGUE;**
- 17 **71. DECLARATION OF BEVERLY J. MCCULLEY;**
- 18 **72. DECLARATION OF PATRICK MORRISON;**
- 19 **73. SUPPLEMENTAL DECLARATION OF PATRICK MORRISON;**
- 20 **74. DECLARATION OF GERALDINE A. PALANUK;**
- 21 **75. DECLARATION OF MICHAEL L. BUCKNUM;**
- 22 **76. DECLARATION OF JOHN BUXTON;**
- 23 **77. DECLARATION OF GORDON F. CLOW;**
- 24 **78. DECLARATION OF BILL PILLER;**
- 25 **79. DECLARATION OF MYRTLE POQUETTE;**
- 26 **80. DECLARATION OF LAWRENCE SAALFELD;**

- 1 **81. DECLARATION OF RECORDS CUSTODIAN MARY LOU SILVANDER;**
- 2 **82. SUPPLEMENTAL DECLARATION OF MARY LOU SILVANDER;**
- 3 **83. DECLARATION OF JAMES SPINK;**
- 4 **84. DECLARATION OF SANDRA SMITH GANGLE;**
- 5 **85. DECLARATION OF MICHAEL McDERMOTT;**
- 6 **86. DECLARATION OF JAMES D. MONAGHAN;**
- 7 **87. DECLARATION OF KATHLEEN KELLY BURRELL MONAGHAN**
- 8 **88. DECLARATION OF LAWRENCE E. TOKARSKI;**
- 9 **89. DECLARATION OF REV. GEORGE WOLF; and**
- 10 **90. DECLARATION OF MARK EDLEN.**

11 Dated: October 19, 2005

12 **PERKINS COIE LLP**

14 By 
15 Douglas R. Pahl, OSB No. 08633
16 Of Attorneys for Committee of Parishes and
Parishioners and Defendant Class

**Tort Claimants Committee v.
Roman Catholic Archbishop of Portland
in Oregon, and Successors, a corporation sole dba
the Archdiocese of Portland in Oregon
Adversary Proceeding No. 04-03292-elp**

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